

Exhibit D

Sedgwick.

19751264v1

1 Stephen L. Schirle (Bar No. 96085)
2 Cesar V. Alegria, Jr. (Bar No. 145625)
3 PACIFIC GAS AND ELECTRIC COMPANY
4 P.O. Box 7442
5 San Francisco, CA 94120

6 DIRECT CORRESPONDENCE TO:

7 SEDGWICK LLP
8 STEVEN D. ROLAND (Bar No. 108097)
9 RANDALL G. BLOCK (Bar No. 121330)
10 GAIL E. KAVANAGH (Bar No. 154705)
11 333 Bush Street, 30th Floor
12 San Francisco, CA 94104
13 Telephone: (415) 781-7900
14 Facsimile: (415) 781-2635

15 Attorneys for Plaintiff
16 PACIFIC GAS AND ELECTRIC COMPANY

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 FOR THE COUNTY OF PLACER

19 PACIFIC GAS AND ELECTRIC
20 COMPANY, a California corporation,

21 Plaintiff,

22 vs.

23 BASELINE 80 INVESTORS, LLC, a
24 California limited liability company; DOES
25 1 through 30, inclusive; and ALL
26 PERSONS UNKNOWN CLAIMING AN
27 INTEREST IN THE PROPERTY
28 DESCRIBED IN THE COMPLAINT,

Defendants.

CASE NO. SCV0035652

COMPLAINT IN EMINENT DOMAIN

APN 017-151-035 (formerly 017-150-009)
(Portion)

Plaintiff PACIFIC GAS AND ELECTRIC COMPANY ("PG&E") alleges as follows:

1. PG&E is, and at all times herein mentioned was, a public utility and a corporation duly organized and existing under and by virtue of the laws of the State of California with its principal place of business in the City and County of San Francisco, State of California.
2. PG&E is informed and believes that Baseline 80 Investors, LLC is the fee title owner of the property at issue herein, located in the County of Placer, State of California,

FILED
Superior Court of California
County of Placer

DEC 31 2014

Jake Chatters
Executive Officer & Clerk
By: N. Pheips, Deputy

By Fax

1 designated as Assessor Parcel Number 017-151-035 (formerly 017-150-009) ("the Property").

2 3. PG&E also names as defendants all persons unknown and claiming an interest in
3 the Property.

4 4. PG&E does not know the true names and capacities of DOES 1 to 30, inclusive,
5 nor the interests they have or claim to have in the Property. PG&E will ask leave to amend this
6 complaint to show the true names and capacities of said Does where ascertained.

7 5. To meet growing demand for natural gas within the Sacramento Valley region,
8 improve public safety, ensure reliability, and increase automation of its natural gas delivery
9 system, PG&E intends to construct and operate two major new gas transmission pipelines -- Line
10 406 and Line 407 -- consisting of approximately 44 miles of 30-inch pipeline (the "Project").
11 The Project also includes the construction of above ground facilities.

12 6. The Project crosses California's Central Valley in the counties of Yolo, Sutter,
13 Sacramento and Placer, serving some of the highest growth counties in California, with the
14 majority of projected new consumers located in this region.

15 7. The first phase of the Project, Line 406, consisted of approximately 14 miles of
16 pipeline for which land rights were acquired and construction was completed during 2011.

17 8. Construction of the Line 407 segment of the Project is planned to start during
18 early 2016. Line 407 will extend from Line 406 and Line 172A in the town of Yolo, east to Line
19 123 in Roseville. The Line 407 portion of the Project will provide major reinforcement to the
20 Sacramento Valley region by establishing an inter-tie from the backbone pipeline system, Line
21 400 and Line 401, into the local gas transmission system (Line 123). As the Sacramento Valley
22 region reaches its capacity limits in 2017, the Project will add critical transmission capacity and
23 allow PG&E reliably to meet customer demands under conditions involving the highest demand
24 for natural gas, including Abnormal Peak Day ("ADP") and Cold Winter Day ("CWD")
25 conditions beginning in the 2017/2018 heating season and continuing thereafter. The new lines
26 will also improve public safety, ensure reliability, and increase automation of the natural gas
27 delivery system.

28 9. PG&E complied with an extensive CEQA permitting process and obtained the

1 authorization necessary for construction of the Project by the Lead Agency overseeing the
2 Project, the California State Lands Commission. The State Lands Commission issued its
3 Amended Final EIR for the Project on November 16, 2009. The approval was issued after years
4 of applications, review, public comment, and public hearings. PG&E has acquired or will have
5 acquired all necessary permits and approvals from the agencies listed below before Project
6 construction commences:

- 7 • California State Lands Commission
- 8 • National Oceanic and Atmospheric Administration
- 9 • Army Corps of Engineers
- 10 • United State Fish and Wildlife Services
- 11 • California Department of Fish and Game (fully approved and permitted).

12 10. PG&E seeks to acquire by eminent domain for the Project the following property,
13 property rights and property interests (collectively, "Property Interests") in the Property:

14 (a) To excavate for, install, replace (of the initial or any other size), maintain
15 and use such pipelines as PG&E shall from time to time elect for conveying gas, with necessary
16 and proper valves and other appliances and fittings, and devices for controlling electrolysis for
17 use in connection with said pipelines, and such underground wires, cables, conduits, appliances,
18 fixtures and appurtenances, as PG&E shall from time to time elect for communication purposes,
19 together with adequate protection therefor, and also a right of way, within the hereinafter
20 described easement area situated in the County of Placer, State of California, described in
21 **Exhibit A**, and shown on **Exhibit B**, which Exhibits A and B are incorporated herein as though
22 set forth in full by this reference (hereinafter, the "Pipeline Easement").

23 (b) the right of ingress to and egress from the Pipeline Easement over and
24 across the Property by means of roads and lanes thereon, if such there be, otherwise by such
25 route or routes as shall occasion the least practicable damage and inconvenience to Defendants,
26 provided, that such right of ingress and egress shall not extend to any portion of the Property
27 which is isolated from the Pipeline Easement by any public road or highway, now crossing or
28 hereafter crossing said lands.

1 (c) The right from time to time to trim and to cut down and clear away or
2 otherwise destroy any and all trees and brush now or hereafter on the Pipeline Easement, and to
3 trim and to cut down and clear away any trees on either side of the Pipeline Easement which now
4 or hereafter in the opinion of PG&E may be a hazard to the facilities installed hereunder by
5 reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights
6 hereunder; provided, however, that all trees which PG&E is hereby authorized to cut and
7 remove, if valuable for timber or wood, shall continue to be the property of Defendants, but all
8 branches, brush, and refuse wood shall be burned, removed, or chipped and scattered, by PG&E.

9 (d) The right to use such portion of the Property contiguous to the Pipeline
10 Easement as may be reasonably necessary in connection with the installation and replacement of
11 said facilities.

12 (e) The rights to install, maintain and use gates in all fences which now cross
13 or shall hereafter cross the Pipeline Easement.

14 (f) The right to mark the location of the Pipeline Easement by suitable
15 markers set in the ground; provided that said markers shall be placed in fences or other locations
16 which will not interfere with any reasonable use Defendants shall make of the Pipeline
17 Easement.

18 (g) The temporary right to use for working strips and laydown and staging
19 areas, including the right to place and operate construction equipment thereon, the areas shown
20 in Exhibit C.

21 (h) The Property Interests are fully described in the Easement Deed and
22 Temporary Construction Easement, Exhibits D and E respectively, and incorporated herein by
23 this reference.

24 11. A map showing the Property and its relationship to the Project is attached as
25 Exhibit F.

26 12. PG&E is, and at all times mentioned herein has been, authorized to exercise the
27 power of eminent domain to acquire property for public use under the statutory authority set
28 forth in Public Utilities Code section 613 and Code of Civil Procedure sections 1230.010 *et seq.*

1 and 1240.010 *et seq.*, and also under the California Constitution, Article I, Section 19. Exercise
2 of this power is proper in this case for the following reasons:

3 (a) The public interest and necessity require construction and operation of the
4 Project to provide natural gas to the service area in which the Project is located.

5 (b) The Project is planned and located in the manner that will be most
6 compatible with the greatest public good and least private injury.

7 (c) The Property Interests are necessary for the Project.

8 13. PG&E has attempted without success to negotiate the purchase of the Property
9 Interests. In addition, PG&E has offered to pay the reasonable costs, not to exceed five thousand
10 dollars (\$5,000), of an independent appraisal ordered by the owner, and conducted by an
11 appraiser licensed by the Office of Real Estate Appraisers, as required under Code of Civil
12 Procedure section 1263.025.

13 WHEREFORE, PG&E prays judgment that:

14 1. The Property Interests be condemned to PG&E's use for the purposes set forth in
15 this Complaint;

16 2. Defendants be required to set forth the nature of their title, interest and claim in
17 and to the lands herein sought to be condemned, and that the same be determined by this Court
18 and condemned to PG&E's use;

19 3. Just compensation for such taking and any damages or benefits incidental thereto
20 be ascertained, assessed and awarded as provided by law;

21 4. The reasonable value of all liens and encumbrances, if any, against the Property
22 be ascertained, deducted from said judgment and be ordered paid to the persons thereunto
23 entitled;

24 5. Such other and further relief as the Court may deem proper.

25 DATED: December 29, 2014

SEDGWICK LLP

26 By: 
27

GAIL E. KAVANAGH

Attorneys for Plaintiff

28 PACIFIC GAS AND ELECTRIC COMPANY

Exhibit A

LD 2111-05-0108
2008092 (JCN 06-05-033) 9 08 4
Line 407 - Phase 1

EXHIBIT "A"

PIPELINE EASEMENT

LANDS:

The parcel of land described and designated RESULTANT PARCEL 1 in the Lot Line Adjustment Certificate of Compliance between Baseline P&R, LLC and Baseline 80 Investors, LLC dated February 6, 2014 and recorded as Document Number 2014-0010531, Official Records of Placer County, State of California.

EASEMENT

A strip of land being a uniform width of 50.00 feet extending from the westerly boundary line of said parcel of land described and designated in the deed dated February 6, 2014, easterly to the easterly boundary line of said parcel of land described and designated in the deed dated February 6, 2014, lying 25.00 feet on each side of the line described as follows:

Beginning at a point on the westerly boundary line of said parcel of land described and designated in said deed dated February 6, 2014 and running thence

- (1) north 89°33'15" east approximately 584.52 feet; thence
- (2) north 88°31'41" east 188.75 feet to a point which bears north 87°07'45" west 2228.56 feet from a rail road spike marking the center line of Watt Avenue as shown on Record of Survey No. 2600 filed for record May 2004 in Book 18 of Surveys, Page 55, Placer County Records; thence
- (3) north 89°45'14" east approximately 339.65 feet to a point in the easterly boundary line of said parcel of land described and designated in said deed dated February 6, 2014

Containing 1.277 acres of land more or less.

The Basis of Bearings for this description is geodetic north derived from California State Plane Coordinates, CCS83, Zone 2. To obtain grid bearings, rotate the bearings shown hereon by 00°01'51.6" counterclockwise. To obtain grid distances, multiply the distances shown hereon by 0.99990656. All units are U.S. Survey Feet.

Prepared By:
R.E.Y. Engineers, Inc.

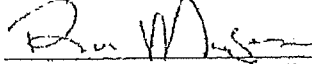
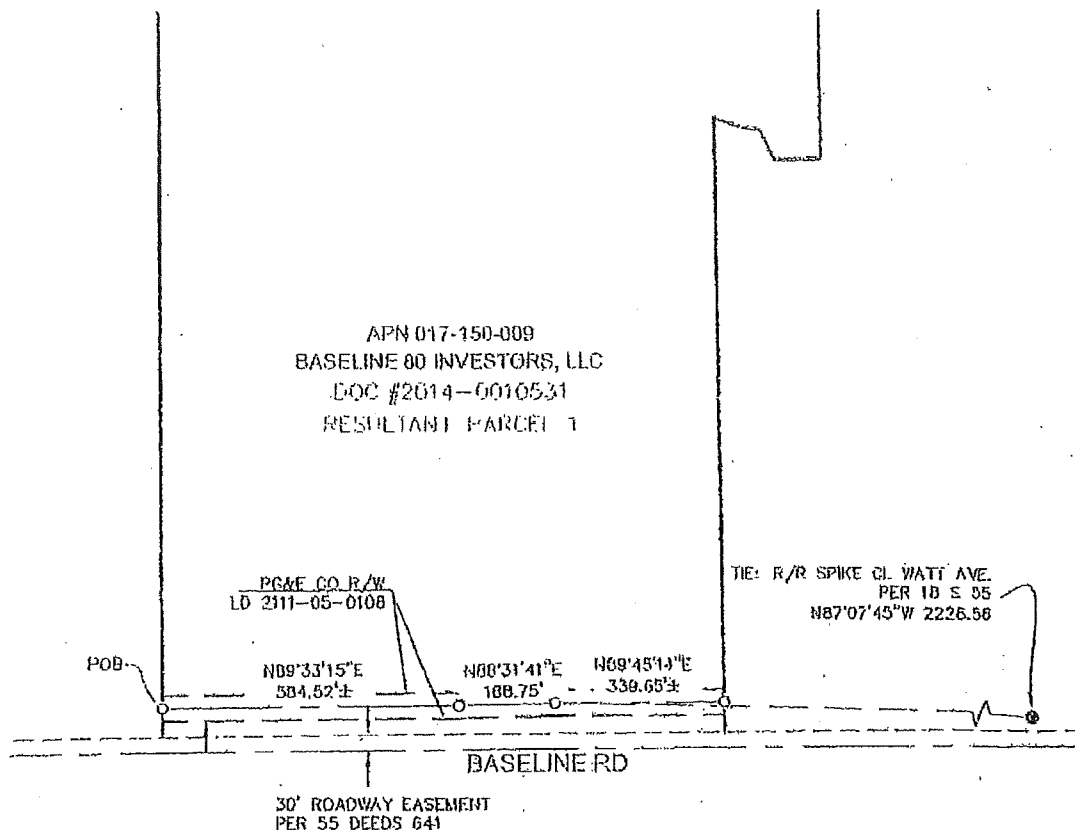

Ronald E. Monsour, PLS 8474 Date: 8/15/14



Exhibit B

UNINCORPORATED
PLACER COUNTY
T.11N., R.5E., S. 34 M.D.B.&M.

APN 017-150-009
BASELINE 80 INVESTORS, LLC
DOC #2014-0010531
RESULTANT PARCEL 1



EASEMENT INFORMATION

PIPELINE EASEMENT	AREA = 1.277 ACRES +/-
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BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0°01'51.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990656. ALL UNITS ARE U.S. SURVEY FEET.



SCALE: 1"=300'

POB - POINT OF BEGINNING
PLE - PIPELINE EASEMENT

REX ENGINEERS, INC.
04912831000000000000
00000000000000000000
00000000000000000000



Scale 1"=300'
Date 8.15.14
Drawn By RM
Checked By JB

EXHIBIT "B"
PIPELINE EASEMENT
LINE 407 ON
BASELINE 80 INVESTORS, LLC
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



J.C.H.	06-05-033
REG.	NORTHERN
PROJECT AUTH.	30603988
SHEET NO.	1 OF 1
DRAWING NUMBER	17-150-009 PLE
CHANGE	

Exhibit C

Exhibit D

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Unit _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- ☐ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 14911).
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax _____

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2111-05-0108

EASEMENT DEED

2008092 (06-05-033) 09.08.4
LINE 407 PHASE 1

BASELINE 80 INVESTORS, LLC, a California limited liability company

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, the receipt whereof is hereby acknowledged, hereby grants to PG&E the right at any time, and from time to time, to excavate for, install, replace (of the initial or any other size), maintain and use such pipe lines as PG&E shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines, and such underground wires, cables, conduits, appliances, fixtures and appurtenances, as PG&E shall from time to time elect for communication purposes, together with adequate protection therefor, and also a right of way, within the hereinafter described easement area lying within Grantor's lands which are situated in the county of Placer, state of California, said lands and easement area being described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

(APN 017-150-009)

Grantor further grants to PG&E:

(a) the right of ingress to and egress from said easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said easement area by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right from time to time to trim and to cut down, and clear away or otherwise destroy any and all trees and brush now or hereafter on said easement area and to trim and to cut down and clear away any trees on either side of said easement area which now or hereafter in the opinion of PG&E may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights hereunder; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all branches, brush, and refuse wood shall be burned, removed, or chipped and scattered by PG&E;

(c) the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the installation and replacement of said facilities;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement area; and

(e) the right to mark the location of said easement area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of said easement area.

PG&E hereby covenants and agrees:

(a) not to fence said easement area;

(b) to promptly backfill any excavations made by it on said easement area and repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use said easement area for purposes which will not interfere with PG&E's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground cover over said facilities, or construct any fences that will interfere with the maintenance and operation of said facilities. No trees or vines will be planted, or associated supporting structures will be located, within 10 feet of the centerline of the pipeline(s) within the easement area.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated _____, 20____

BASELINE 80 INVESTORS, LLC, a
California limited liability company

By _____

By _____

Area: 6
Land Service Office: Sacramento
Operating Department: Gas Transmission
USGS location: T11N, R5E, MDM, SE ¼ SEC 34
FERC License Number(s): N/A
PG&E Drawing Number(s): 3802912
PLAT NO. N/A
LD of any affected documents: N/A
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 05, 52
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed) N/A
PM #: 30682531
JCN: 06-05-033
County: Placer
Utility Notice Numbers: N/A
851 Approval Application No. N/A Decision _____
Prepared By: R.E.Y. Engineers, Inc.
Checked By: BCS6 *bed*
Revision Number: 3
Ver 2 Added planting clause, 2/22/10 BCS
Ver3 Name change edit and update 6/7/13 BCS
Ver4 Lot line adjustment, 8/15/14 BCS

LD 2111-05-0108
2008092 (JCN 06-05-033) 9 08 4
Line 407 - Phase 1

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PIPELINE EASEMENT

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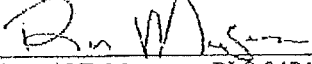
Beginning at a point on the westerly boundary line of said parcel of land described and designated in said deed dated February 6, 2014 and running thence

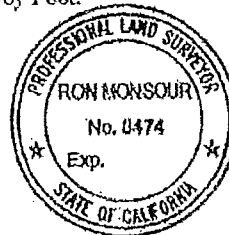
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- (2) north 88°31'41" east 188.75 feet to a point which bears north 87°07'45" west 2228.56 feet from a rail road spike marking the center line of Watt Avenue as shown on Record of Survey No. 2600 filed for record May 2004 in Book 18 of Surveys, Page 55, Placer County Records; thence
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Containing 1.277 acres of land more or less.

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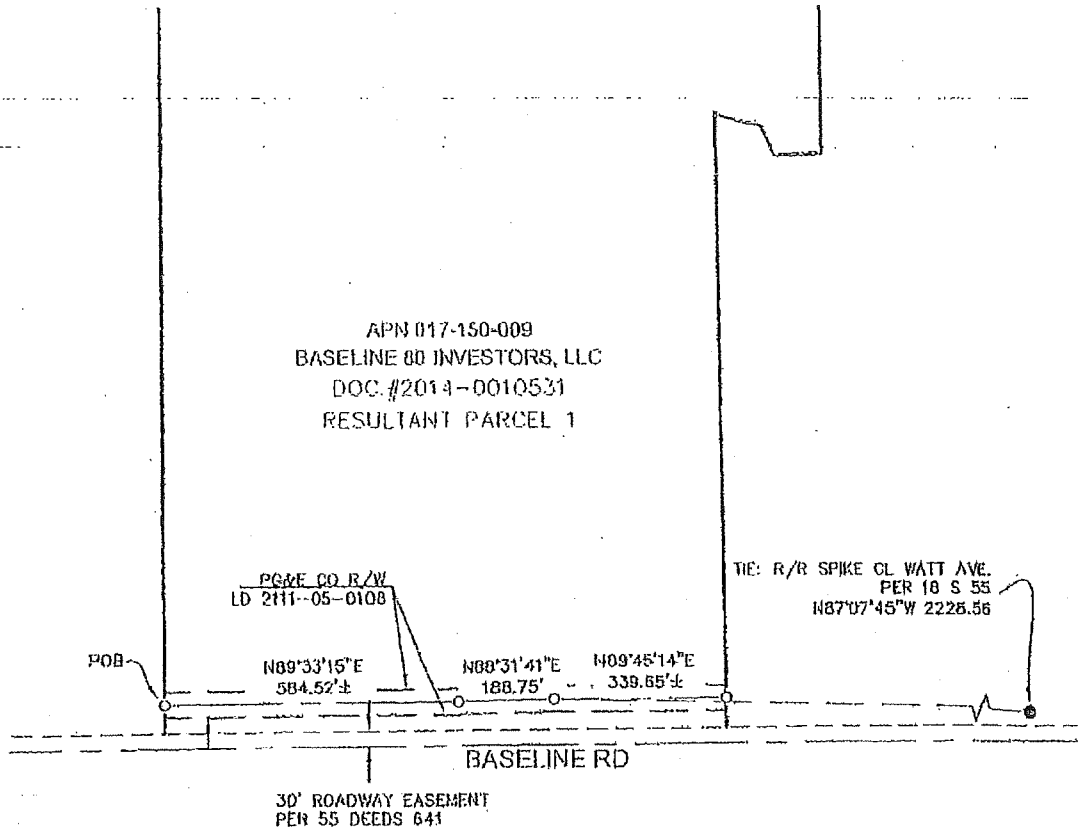
Prepared By:
R.E.Y. Engineers, Inc.


Ronald E. Monsour, PLS 8474 Date: 8/15/14



UNINCORPORATED
PLACER COUNTY
T.11N., R.5E., S. 34 M.D.B.&M.

APN 017-150-009
BASELINE 80 INVESTORS, LLC
DOC. #2014-0010531
RESULTANT PARCEL 1

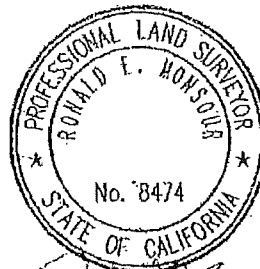


EASEMENT INFORMATION

PIPELINE EASEMENT	AREA = 1.277 ACRES +/-
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BASIS OF BEARINGS

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SCALE: 1"=300'

POB - POINT OF BEGINNING
PLE - PIPELINE EASEMENT

REYENGINEERS, INC.
GAS/ENGINEERING
1000 17th St, Suite 100
Sacramento, CA 95811



EXHIBIT "B"
PIPELINE EASEMENT
LINE 407 ON
BASELINE 80 INVESTORS, LLC
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



Scale 1"=300'
Date 8.15.14
Drawn By RM
Checked By JB

J.C.N. 08-05-033
REG. NORTHERN
PROJECT AUTH. 3060398B

SHEET NO.	1	OF	1
DRAWING NUMBER	17-150-009 PLE		
CHANGE			

Exhibit E

LD 2111-05-0109
2008093 (JCN 06-05-033) 09 08 4
Line 407 - Phase 1

TEMPORARY CONSTRUCTION EASEMENT

BASELINE 80 INVESTORS, LLC, a California limited liability company

hereinafter called Owner, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, a temporary easement, as defined below, to be used in connection with PG&E's pipe line construction and installation project, upon, over and across that certain real property in the unincorporated area of the County of Placer, State of California, identified as Placer County Assessor's Parcel Number 017-150-009.

Said temporary easement is defined as follows:

(a) the temporary right to use for working strips and laydown and staging areas, including the right to place and operate construction equipment thereon the areas outlined by the heavy dashed lines on the map attached hereto and made a part hereof and thereon designated TCE NO.1.

(b) the temporary right to use as a pipeline preparation area the area outlined by the heavy dashed lines on the map attached hereto and made a part hereof and thereon designated TCE NO.1.

Consideration for this temporary easement shall be negotiated,

Upon completion of its pipe line construction and installation project, PG&E agrees to restore said temporary easement area to a condition as nearly as practicable to its condition prior to its use by PG&E.

PG&E agrees to indemnify Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Owner's comparative negligence or willful misconduct.

This easement is temporary and shall terminate either upon the date of completion of PG&E's pipe line construction and installation project or January 01, 20__ whichever occurs first.

Dated this _____ day of _____, 20__.

BASELINE 80 INVESTORS, LLC, a
California limited liability company

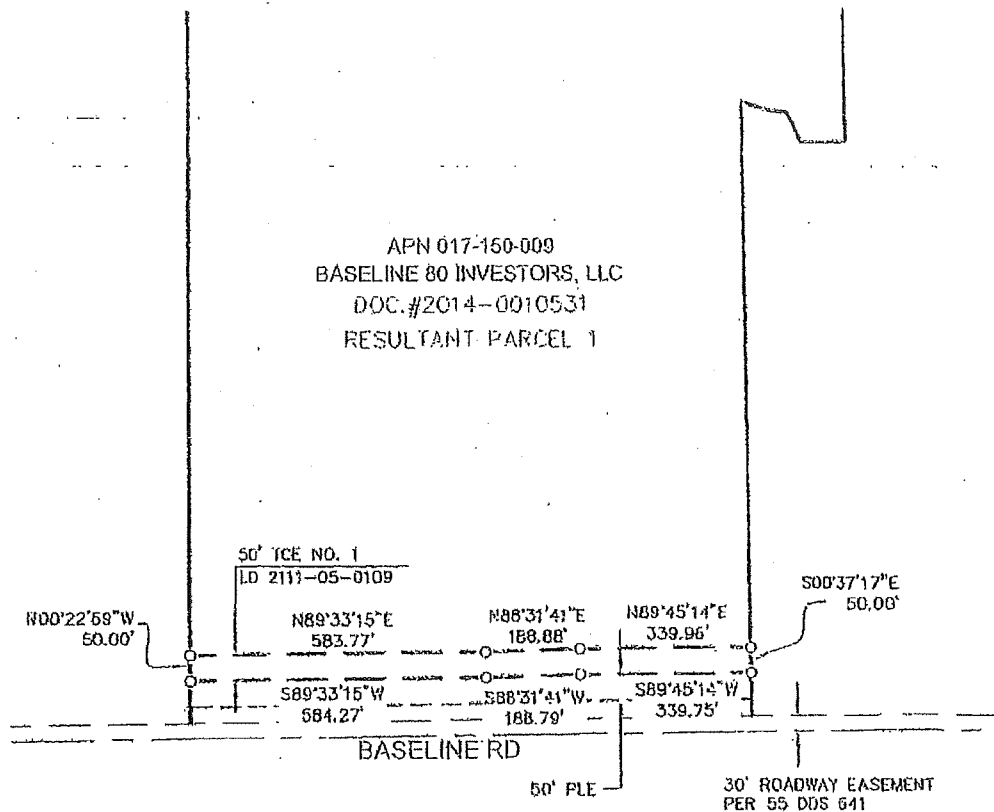
By _____

By _____

Area 6
Sacramento Land Office
Gas Transmission
USGS location: T11N, R5E MDM, SE ¼ Sec 34
FERC License Number(s): N/A
PG&E Drawing Number(s): 3802912
PLAT NO. N/A
LD of any affected documents: N/A
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: OS, 52
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed) N/A
Order # or PM #: 30682530
ICN: 06-05-033
County: Placer
Utility Notice Numbers: N/A
851 Approval Application No. _____ N/A Decision _____
Prepared By: REY, Inc
Checked By: BCS6
Revision Number: 3
Ver 2, Edit page one, delete extra TCE's 3/14/11 BCS
Ver3, New owner, Edit and update doc, 6/7/13 BCs
Ver4, Lot line Adjustment, 8/15/14 BCS

UNINCORPORATED
PLACER COUNTY
T.11N., R.5E., S. 34 M.D.B.&M.

APN 017-150-009
BASELINE 80 INVESTORS, LLC
DOC. #2014-0010531
RESULTANT PARCEL 1



EASEMENT INFORMATION

TCE NO. 1	AREA = 1.277 ACRES +/-
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BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREIN BY 0°01'51.6\"



SCALE: 1"=300'

PLE - PIPELINE EASEMENT
TCE - TEMPORARY CONSTRUCTION EASEMENT

KEY ENGINEERS, INC.
ON BEHALF OF ENGINEERS
1425 10th Street, Suite 100
Sacramento, CA 95811
(916) 441-1111



Scale 1"=300'
Date 8.15.15
Drawn By RM
Checked By JB

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
L 407 ON
BASELINE 80 INVESTORS, LLC
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



J.C.N.	06-05-033	
REG.	NORTHERN	
PROJECT AUTH.	30603988	
SHEET NO.	1	OF 1
DRAWING NUMBER	17-150-009 TCE	
CHANGE		

Exhibit F

